

From: [Chanda Rohrer](#)
To: [T.J. White](#)
Cc: [Cody Smith](#); ["Valerie Griffin"](#); ["Keith Johnson"](#); ["Sonja Keaton"](#); [Rob Schommer](#); [George D. Watson](#)
Subject: RE: Southwest Ohio Regional Refuse Consortium- Questions and Comments on Rumpke Bid and Alternative Bid Submission
Date: Friday, May 6, 2022 1:17:19 PM

Good Afternoon,

Please find responses below to questions pertaining to the recent Dayton SWORRE bid. Feel free to reach out if you need any further clarification.

Question 1: In the alternate bid, is this specifically for a 5 year contract (as opposed to a 3 years + 2 option years arrangement or another arrangement?) **Yes, the alternate pricing would be for a 5 year contract.**

Question 2: We would like some clarification on your proposal to define “unlimited” solid waste in the alternate:

- In previous contracts “unlimited” was not defined in this way- what is Rumpke’s motivation for the change? **We are trying to maintain consistency company-wide with regard to our curbside service. We feel that 6-30 gal bags/cans, or 2-95 gal carts for trash is not restrictive, and is more than adequate service for most households on a weekly basis. Also, our Driver safety is a major reason for the change in definition. Reasonably limiting the amount of material placed curbside lessens the physical demands on our drivers, and the potential risk for injury. Additionally, the parameters help keep our routes running efficiently and disposal costs down, thereby keeping the service affordable to our communities.**
- is Rumpke generally collecting from households who go over this limit (e.g. what would be your estimate of the percentage of collections) **Generally, yes, we are picking up material that is over this limit when customer calls ahead. It would be difficult to quantify the percentage of households that are over limit by the new definition. By and large most of our residential customers are within the proposed limits. This is not at all a restrictive program; just simply a means to clarify what is considered regular household trash, versus complete household clean-outs, move-outs, or major household renovations projects that may interfere with regular routes and place drivers at risk for injury.**
- Is this a provision that Rumpke will be placing in its bid proposals for all municipalities moving forward? **Yes, this is standard language currently used in most of our Municipal contracts with “unlimited” service, and will be continued moving forward.**
- Would there be flexibility to allow pickups over the limit if a resident calls ahead? **Yes, if resident calls ahead, we generally will be able to accommodate, unless this is a complete household clean-out, or move-out situation.**
- Does this limit include yard waste bags? **Yes, this includes yard waste.**

Question 3: The governments note Rumpke’s objections to “defined service penalties.” (Rumpke alternate bid sections 4.3, 6.2, etc.). One of the major concerns that I have heard when working with my governments is the need to ensure quality customer service. For example, one of my participating communities recorded 321 misses between January and June of 2021 (not counting misses due to weather, residents violating collection terms, or blockages). It is the opinion of the governments that some form of a defined penalty is necessary in contracts to hold the contractor responsible. What would Rumpke propose as an alternative to the penalties listed in 4.3 and 6.2? **An alternative may be “If the City/Village notifies the Contractor in writing of multiple complaints and Contractor fails to cure such complaints in a reasonable time , the City/Village shall have the right to (a) order the Contractor to cease operations under the contract, and (b) procure substitute waste collection, removal, disposal and recycling services pending advertisement for bids for a new contract for waste collection, and (c) Require contractor to continue service until a new Contractor has been bid and contracted.**

Question 4: Rumpke’s response to the 2017 SWORRE bid included pricing for portable toilets. We noted that Rumpke did not bid this service for the 2022 bid. At least one government is interested in this service, and we would like to request pricing for portable toilets if available. **Portable toilets are available and pricing will be provided. We will update the bid response sheet for this service and send for your review.**

Question 5: In the alternative bid, did Rumpke consider changing collection days or collection frequency for any of the communities? With staffing issues across the industry, would changing collection day or frequency for any of the communities make a difference in pricing? **No, we did not consider changing collection days or frequency. We would like to maintain our current routes and limiting our collection days does not reduce overall price.**

Question 6: The governments noted Rumpke’s exceptions to sections 7.2 through 7.4 of the contract. These provisions have been in the Southwest Ohio Regional Refuse contracts for Cincinnati and Dayton since the inception of the program in 2010. What is the reason that Rumpke is now taking exception? **For Section 7.2, Rumpke is taking exception because 20 complaints per month, on behalf of a community of 3,000 people, is not a reasonable amount of complaints to represent a material failure resulting in termination of the contract. Additionally, a material failure should not constitute failure to pay City/Village income taxes. For Section 7.4, Rumpke is taking exception due to the current climate of fuel prices. We propose that in the event the fuel price adjustment for collection services results in a 20% increase in the initial price per residential unit per month, then the contract may terminate upon mutual agreement between Contractor and the City/Village.**

Thanks everyone! Have a nice weekend.

Regards,

Chanda Rohrer | Municipal & Public Sector

Rumpke Waste & Recycling

1932 East Monument Ave, Dayton, Oh 45402

From: T.J. White <twhite@c4lg.org>

Sent: Thursday, April 28, 2022 12:09 PM

To: Chanda Rohrer <Chanda.Rohrer@rumpke.com>

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Subject: Southwest Ohio Regional Refuse Consortium- Questions and Comments on Rumpke Bid and Alternative Bid Submission

Good afternoon. Thank you for your bid response and alternate bid proposal. I held a meeting with the participating governments yesterday. They have a number of questions pertaining to the bid and alternate bid responses. Although the timeline laid out in the bid stated that we would make a decision by April 29th, we are going to need to push that date back, as the governments will not be able to make any final decisions until they have time to review the answers to the questions below. Also as a reminder, not all governments are obligated to make the same decision- some may take the alternate for example while others may not.

Question 1: In the alternate bid, is this specifically for a 5 year contract (as opposed to a 3 years + 2 option years arrangement or another arrangement?)

Question 2: We would like some clarification on your proposal to define “unlimited” solid waste in the alternate:

- In previous contracts “unlimited” was not defined in this way- what is Rumpke’s motivation for the change?
- How often is Rumpke generally collecting from households who go over this limit (e.g. what would be your estimate of the percentage of collections)
- Is this a provision that Rumpke will be placing in its bid proposals for all municipalities moving forward?
- Would there be flexibility to allow pickups over the limit if a resident calls ahead?
- Does this limit include yard waste bags?

Question 3: The governments note Rumpke’s objections to “defined service penalties.” (Rumpke alternate bid sections 4.3, 6.2, etc.). One of the major concerns that I have heard when working with my governments is the need to ensure quality customer service. For example, one of my participating communities recorded 321 misses between January and June of 2021 (not counting misses due to weather, residents violating collection terms, or blockages). It is the opinion of the governments that some form of a defined penalty is necessary in contracts to hold the contractor responsible. What would Rumpke propose as an alternative to the penalties listed in 4.3 and 6.2?

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Question 6: The governments noted Rumpke's exceptions to sections 7.2 through 7.4 of the contract. These provisions have been in the Southwest Ohio Regional Refuse contracts for Cincinnati and Dayton since the inception of the program in 2010. What is the reason that Rumpke is now taking exception?

Comment 1: On Section 7.5, "Termination of Facility Agreements," the participating governments agree to eliminate that section.

Thank you very much! The governments will be able to respond to the bid proposals once we hear back with answers on these questions.

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